

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER		PAGE 1 OF 58	
2. CONTRACT NO. N00039-14-D-0126		3. AWARD/EFFECTIVE DATE 01-Aug-2014		4. ORDER NUMBER		5. SOLICITATION NUMBER N00039-14-R-0004	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME MARK E ST MORITZ				b. TELEPHONE NUMBER (No Collect Calls) 407-380-8544	
9. ISSUED BY COMMANDER, SPACE AND NAVAL WARFARE 701 S. COURTHOUSE ROAD, BLDG 12, SUITE 1400 ARLINGTON VA 22204 TEL: FAX:		CODE N00039		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR <input checked="" type="checkbox"/> SB <input type="checkbox"/> HUBZONE SB <input type="checkbox"/> 8(A) <input type="checkbox"/> SVC-DISABLED VET-OWNED SB <input type="checkbox"/> EMERGING SB SIZE STD: \$35.5M NAICS: 511210		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	
15. DELIVER TO SEE SCHEDULE		CODE		16. ADMINISTERED BY DCMA MANASSAS 10500 BATTLEVIEW PARKWAY, SUITE 200 MANASSAS VA 201092342		CODE S2404A SCD: C	
17a. CONTRACTOR/OFFEROR MICROPACT, INC. GROWSON EDWARDS 12901 WORLDGATE DR STE 800 HERNDON VA 20170-6014 TEL. (703) 272-2949		CODE 1G8P7 FACILITY CODE		18a. PAYMENT WILL BE MADE BY DFAS COLUMBUS CENTER DFAS-CO/SOUTH ENTITLEMENT OPERATIONS P.O. BOX 182264 COLUMBUS OH 43218-2264		CODE HQ0338	
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input checked="" type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE						
25. ACCOUNTING AND APPROPRIATION DATA					26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$12,989,520.30		
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
<input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <input checked="" type="checkbox"/> COPIES <input type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE MICROPACT, INC. <input checked="" type="checkbox"/> OFFER DATED 11-Feb-2014 . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: SEE SCHEDULE			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) c=US, o=U.S. Government, ou=DoD, ou=PKI, ou=USN, cn=SADE.JOSEPH.CLINT.1045125684		31c. DATE SIGNED 08/01/2014	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) J. CLINT SADE (703) 604-0315 TEL: JOSEPH.SADE@NAVY.MIL EMAIL:			

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)					PAGE 2 OF 58		
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE						
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____							
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE				32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE					32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
					32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
33. SHIP NUMBER		34. VOUCHER NUMBER		35. AMOUNT VERIFIED CORRECT FOR		36. PAYMENT	
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL						<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	
38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER		40. PAID BY			
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				42a. RECEIVED BY <i>(Print)</i>			
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER				41c. DATE		42b. RECEIVED AT <i>(Location)</i>	
						42c. DATE REC'D <i>(YY/MM/DD)</i> 42d. TOTAL CONTAINERS	

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001 FFP		(b)(4)	Lot	(b)(4)	(b)
	<p>NJIS COTS Perpetual Licenses</p> <p>Perpetual COTS Licenses and Software Documentation for NJIS. Software manuals and perpetual Government licenses will be provided under this CLIN IAW SOW paragraph 3.1. The Government may order Perpetual Government Licenses for a period of 60 months after the date of contract award. Delivery of the COTS product shall be 30 days after issuance of a Task Order at the prices set forth in the applicable SLIN (based on cumulative number of licenses).</p> <p>FOB: Destination</p>				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001AA FFP		(	Lot	(b)(4)	(b)(4)
	COTS Perpetual License Perpetual Government license for up to (b) concurrent Users. (Lot includes (b) licenses. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001AB FFP		(b)	Each	(b)(4)	(b)(4)
	Additional COTS Perpetual License Perpetual Government licenses for users in excess of (b) concurrent Users up to a maximum of (b) concurrent Users (additional licenses) FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001AC FFP		(b)	Each		(b)
	COTS Perpetual Licenses for NJIS (b)(4) FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001AD FFP		(b)	Each		(b)
	COTS Perpetual Licenses for NJIS (b)(4) FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0002 FFP		(b)	Lot	(b)(4)	
	First Year Annual Software Maintenance First Year Annual Software Maintenance IAW SOW paragraph 3.2. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0003 FFP		(b)	Lot	(b)(4)	
	Second Year Annual Software Maintenance Second Annual Software Maintenance IAW SOW paragraph 3.2. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0004 FFP		(b)	Lot	(b)(4)	
	Third Year Annual Software Maintenance Third Year Annual Software Maintenance IAW SOW paragraph 3.2. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0005 FFP		(b)	Lot	(b)(4)	
	Fourth Year Annual Software Maintenance Fourth Year Annual Software Maintenance IAW SOW paragraph 3.2. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0006 FFP		(b)	Lot	(b)(4)	
	Fifth Year Annual Software Maintenance Fifth Year Annual Software Maintenance IAW SOW paragraph 3.2. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0007 FFP		(b)(4)	Lot	(b)(4)	(b)
	<p>NJIS COTS Software Implementation</p> <p>Services to install, configure, integrate and test the COTS Software Solution at the Government designated installation site IAW SOW paragraph 3.3.</p> <p>FOB: Destination</p>				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0007AA FFP		(	Lot	(b)(4)	
	<p>NJIS COTS Software Implementation</p> <p>Phase I - services to be performed IAW SOW paragraph 3.3.1. Labor and FFP hourly rates shall be conducted per MicroPact, Inc. Proposal dated February 11, 2014 and GSA Schedule Contract GS-35F-0240P. Total hours available for BA, AE, QA, and PM is (b)(4) man-hours.</p> <p>FOB: Destination</p>				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0007AB FFP		(	Lot	(b)(4)	
	<p>NJIS COTS Software Implementation</p> <p>Phase II - services to be performed IAW SOW paragraph 3.3.2. Labor and FFP hourly rates shall be conducted per MicroPact, Inc. Proposal dated February 11, 2014 and GSA Schedule Contract GS-35F-0240P. Total hours available for BA, AE, QA, and PM is (b)(4) man-hours.</p> <p>FOB: Destination</p>				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0008 FFP		(	Each	(b)(4)	
	<p>Technical and Administrator Training</p> <p>The Contractor shall provide training for Government technical personnel and system administrators. Each class will be based on a maximum of (b students per class. Training shall be ordered on Task Orders IAW SOW paragraph 3.4.1 at mutually agreed times.</p> <p>FOB: Destination</p>				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0009 FFP		(b)	Each	(b)(4)	
	<p>User Training</p> <p>The Contractor shall provide training for Government trainers to enable them to trainusers. Each class will be based on (b) students per class. Training shall be ordered on Task Orders IAW SOW paragraph 3.4.2 at mutually agreed times.</p> <p>FOB: Destination</p>				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0010		(	Lot		(b)
	Contract Data Requirements Lists (CDRLs)				
	FOB: Destination				
	ESTIMATED COST				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0011 FFP		(	Lot	(b)(4)	(b)(4)
	Travel Travel IAW SOW paragraph 3.5. Will be priced on each applicable Task Order. FOB: Destination				

CLIN MINIMUM/MAXIMUM QUANTITY AND CLIN VALUE

The minimum quantity(s) and CLIN value(s) for all orders issued against the CLIN(s) on this contract shall not be less than the minimum quantity(s) and CLIN value(s) stated in the following table. The maximum quantity(s) and CLIN value(s) for all orders issued against the CLIN(s) on this contract shall not exceed the maximum quantity(s) and CLIN value(s) stated in the following table.

CLIN	MINIMUM QUANTITY	MINIMUM AMOUNT	MAXIMUM QUANTITY	MAXIMUM AMOUNT
0001AA	(b)(4)			
0001AB	(b)			
0002	(b)(4)			
0003	(b)(4)			
0004	(b)(4)			
0005	(b)(4)			
0006	(b)(4)			
0007AA	(b)			
0007AB	(b)			
0008	(b)			
0009	(b)			
...				

CLIN DELIVERY/TASK ORDER MINIMUM/MAXIMUM QUANTITY AND CLIN ORDER VALUE

The minimum quantity and order value for the given Delivery/Task Order issued for this CLIN shall not be less than the minimum quantity and order value stated in the following table. The maximum quantity and order value for the given Delivery/Task Order issued for this CLIN shall not exceed the maximum quantity and order value stated in the following table.

CLIN	MINIMUM QUANTITY	MINIMUM AMOUNT	MAXIMUM QUANTITY	MAXIMUM AMOUNT
0001	(b)			
0001AA	(b)			
0001AB	(b)			
0001AC	(b)			
0001AD	(b)			
0002	(b)			
0003	(b)			(b)(4)
0004	(b)			
0005	(b)			
0006	(b)			
0007	(b)			
0007AA	(b)			
0007AB	(b)			
0008	(b)			
0009	(b)			
0010	(b)			
0011	(b)			BN
...				

PERFORMANCE WORK STATEMENT

1 Introduction

The Department of the Navy (DON) leadership requires process-wide visibility into incident and case data throughout the lifecycle of the Navy and Marine Corps criminal/military justice incidents. The Naval Justice Information System (NJIS) will provide this capability by serving as the DON's enterprise information system supporting the United States Navy (USN) and the United States Marine Corps (USMC) criminal justice community's case management and reporting requirements.

The Sea Warrior Program (PMW 240) is part of the Navy Program Executive Office for Enterprise Information Systems (PEO EIS), which develops, acquires, and deploys seamless enterprise-wide IT systems with full lifecycle support for the Warfighter and business enterprise. The PMW 240 Program Manager was assigned the program management responsibilities for NJIS and is acquiring a Commercial Off-The-Shelf (COTS) product that meets Functional Requirements Document (FRD) requirements through configuration. The contractor shall deploy that acquired software within the selected data center, configure the software to meet the requirements, and provide support during the specified period of performance. This contract also includes the software licenses of the COTS product.

1.1 Current Systems

Figure 1 is a high level depiction of the justice communities and the current systems supporting those communities. The Law Enforcement (LE) and Investigations (INV) communities are currently supported by the Consolidated Law Enforcement Operations Center (CLEOC) system. The Judicial Actions (JA) community is supported by the Case Management System (CMS). The Corrections (COR) community is supported by the Corrections Management Information System (CORMIS). Today, the Command Actions (CMDA) community does not have an operational system supporting reporting requirements.

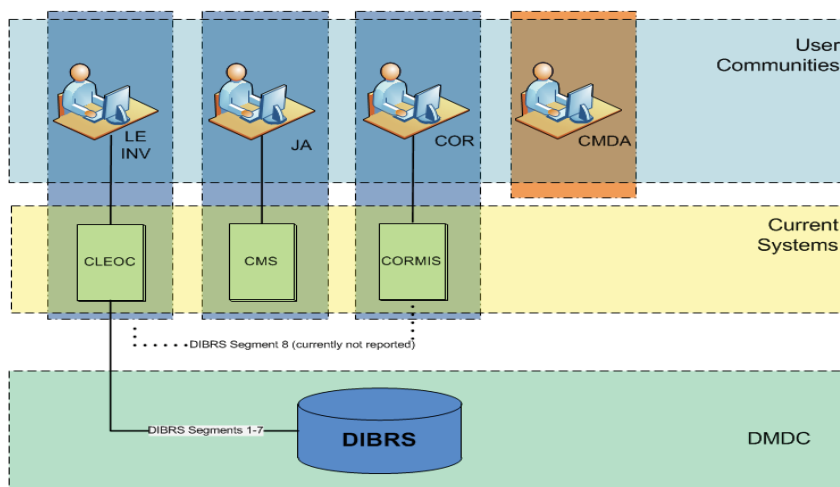


Figure 1 – Current System Relationships to User Communities

2 Scope

The NJIS program will provide end-to-end case management and incident reporting capabilities for the LE, INV, CMDA, COR, and JA communities in a two phase approach. This will include the replacement/retirement of the CLEOC, CORMIS, and CMS systems, as well as the migration of all legacy data from those systems into the NJIS database.

The Contractor shall deliver a COTS solution that is functioning and deployable that provides the capabilities described in the NJIS FRD that:

- Ensures continuity for interfaces and data exchanges with designated external systems
- Enables configuration changes without programming to meet unique requirements. The product must be flexible in implementation and allow a privileged user to perform configuration changes (e.g. to data entry/access screens, workflows, reports) without programmer intervention (i.e. source code changes)
- Abides by applicable Laws, Regulations and Policies
- Abides by Government and Navy standards for IT systems
- Abides by Department of Defense (DoD) security guidelines and policies, and is able to be certified and accredited for operation on specified DoD networks
- Includes Common Access Card (CAC) enabled control for user access in addition to user name password.
- Ensures the COTS software and documentation are comprehensive enough to facilitate installation, operation and sustainment of the software by a Government support and/or third-party designee
- Supports the DoD Net-Centric Data Strategy

3 Requirements

3.1 The Contractor shall perform the following work to meet this Performance Work Statement (PWS): Licensing

The Contractor shall provide a perpetual license for all delivered commercial software products. The Contractor shall grant to the Government all license rights customarily provided to the public in commercial sales of the delivered software products. Licenses delivered shall include all users of support, production, and COOP environments.

The number of administrative users in the configuration environment is expected to be less than 25 (twenty five) concurrent users. Administrative support licenses are identified in the CLINs. Concurrent is defined as actively logged into the system, vice simultaneous user requests or demand signals for resources.

COTS product manuals shall be delivered as part of the licensing. Product manuals shall be delivered as electronic media. Paper-based manuals shall also be provided for up to 25 systems administrators. The Contractor shall deliver software and manuals in accordance with CDRL A002.

The delivered software shall provide Computer Based Training and an On-Line Help (e.g., self-help, self-service) capability to assist users in performing the functions with the NJIS capability.

3.2 Annual Software Support and Maintenance

The Contractor shall provide software updates associated with the COTS product updates. The Contractor shall provide annual software maintenance/technical support as typical for application software. Software updates for maintenance and upgrades shall be accomplished during non-duty hours. Normal duty hours are considered Monday-Friday, 8:00 AM – 5:00 PM (EST/EDT). This includes security patches, patch notes and configuration changes as applicable. In addition to software updates, the Contractor shall provide technical support for user and system technical issues, providing technical services (tier 3) to the system's help desk and administrators for resolution of issues with the COTS product and delivered configuration.

3.3 Implementation Services

The Contractor shall provide installation services that include configuration of the COTS product(s) to satisfy the functional requirements as identified in the NJIS FRD. The expectation is for requirements to be satisfied by configuration of the standard COTS software. The user experience is expected to vary across the different justice communities. Each user role identified will require the vendor to configure a template that can be used for that role. User specific self-configuration capabilities shall be included in the Vendor's delivered configuration.

The Contractor shall ensure that all interfaces with external systems perform and are operational in accordance with the interface requirements and specifications to satisfy the required data exchanges. The Contractor shall ensure that their COTS product solution will support the interfaces and data exchanges as indicated in the NJIS FRD. The majority of these interfaces and data exchanges are expected to be via a Web Service interface. Web Service interfaces shall, at a minimum, support Simple Object Access Protocol (SOAP) and Representational State Transfer (REST) standards. Some data exchange may be via transfer of flat files. Unique, point-to-point interfaces will be minimal. There are 14 external interfaces for NJIS.

The Contractor shall ensure that the software is properly installed within the appropriate support and production environments. This includes ensuring that the application is functioning in accordance with user requirements per the FRD. The NJIS system will operate in a Government approved hosting facility; currently expected to be at the Secretary of the Navy Russell-Knox Building (SECNAV RKB (NCIS facility)) at Quantico, VA. The Contractor shall migrate the data and users from existing systems to the new NJIS system. The current database is approximately 13Tb with plans to scale to 50Tb within the next 5 years.

The Contractor shall perform in accordance with the PMW 240 Software Engineering (SE) processes for the configuration of the COTS product to satisfy user specifications. This includes coordination with the NJIS APM-Engineering, and when directed, user representatives to identify and verify configuration details. It also includes participation in technical meetings, and providing technical input for technical events and documentation as identified in the PMW 240 Technical Event Process (TEP) and the NJIS Integrated Master Plan (IMP).

The Contractor shall support the PMW 240 Configuration Management process and provide a complete listing of technical documentation and logical configuration items such as computer software configuration items (CSCI) List in accordance with (IAW) **CDRL A001**.

The Contractor shall be capable of incorporating any required software baseline changes during implementation into its proposed COTS software solution in order to minimize customization.

The Contractor shall deliver the NJIS solution as executable software, as well as product manuals, IAW the Computer Software Product End Items (**CDRL A002**). Product manuals will include system manuals that will support implementation, administration, and user operation, specific to the NJIS system. Software products that are delivered will be specified in the Software Version Description (SVD) IAW **CDRL A003**.

The Contractor shall provide installation instructions IAW CDRL A002 that are sufficient to allow Government personnel or their representatives to install and configure all software components to run in a fully secure (i.e., Defense Information Systems Agency (DISA) Security Technical Implementation Guide (STIG) compliant) hosting environment without intervention from the contractor.

The Contractor shall provide a monthly status of activities. The Contractor shall provide reports in accordance with **CDRL B001**.

The Contractor may be provided Government Furnished Property/Equipment/Information (GFP/GFE/GFI), such as equipment (e.g. laptops) to support access to DoD and Navy Marine Corps Intranet (NMCI) networks. The Contractor shall acknowledge receipt of all GFP/GFE/GFI in the GFP, Status and Management Report, **CDRL B002**, and notify the Government of any concerns and risks identified upon receipt of GFP/GFE/GFI. The Contractor shall maintain a master GFP/GFE/GFI record showing the disposition and version/status of the items held.

3.3.1 Phase 1 Services

The implementation of NJIS is expected to be accomplished in two phases. The Contractor shall coordinate with the Government and SE Support personnel regarding their approach for satisfying the requirements for this two phased approach. This phased implementation will result in multiple operational deliveries, with phase 1 allowing for the deactivation of the CLEOC system.

Phase 1 shall include:

- the implementation services described above (in section 3.3),
- the configuration of the software to meet the FRD requirements identified as: Global Case Management, Manage Law Enforcement Activities, Manage Investigative Activities, Manage Command Actions Activities, Import/export data, and Administer System,
- establish data schema to support migration and storage of all data for each community (to include those communities in Phase 2),
- all Logistics and Training requirements in the FRD,
- transition identified data from CLEOC,
- provide for the transition from Phase 1 support environments to operational environment,
- support Phase I User Acceptance Testing,
- support the Government team in conducting Certification and Accreditation of the Vendor provided software, Ports and Protocol requirements for the Software and Database, and implementation of required controls,
- support the Government System Engineering Technical Reviews (SETR),
- provide technical input to support personnel for the system documentation

3.3.2 Phase 2 Services

Phase 2 of the NJIS implementation will focus on configuration changes and operational delivery that will allow for deactivation of CORMIS and CMS.

Phase 2 shall include:

- the configuration of the software and the implementation services described above (in section 3.3) to meet the remainder of the NJIS FRD requirements,
- modify any of the previous Configurations associated with Global Case Management, Manage Law Enforcement Activities, Manage Investigative Activities, Manage Command Actions Activities, Import/export data, and Administer System to allow for the required interactions.
- all additional Phase 2 training requirement (i.e. training for JA and COR communities),
- transition identified data from CORMIS and CMS,
- deploy Phase 2 capabilities into the operational environment,
- support the Government Technical Reviews and documentation,
- support Phase 2 User Acceptance Testing,
- support the Government team in updating Certification and Accreditation of the Vendor provided software, Ports and Protocol requirements for the Software and Database, and implementation of required controls.

3.4 Training

The Contractor shall provide Technical and Administrator training, as well as training support for NJIS users.

3.4.1 Technical/Administrator Training

The Contractor shall provide onsite training to the NJIS Team (technical and administrators) for approximately 25 (twenty five) personnel. This training will encompass both technical training to the program staff as well as education for the administrators. The technical training will include how to maintain the COTS software as well as how to perform additional configuration of the software as needed. There must be sufficient knowledge transfer to both the technical and administrator staff to allow for the successful implementation and maintenance of the solution. Additional increments of training may be purchased as needed, IAW the contract.

3.4.2 User Training

The Contractor shall support NJIS user training by training-the-trainers for each phase of the program. Instruction shall be provided to approximately 10 (ten) personnel per class that provides them with sufficient knowledge to allow them to provide training for NJIS users. Training materials and classes shall include NJIS specific configurations and be tailored to the various types of users and functionality (e.g. Investigations, Corrections, Command Actions). The Contractor shall deliver training materials IAW **CDRL F001**.

3.5 Contractor Travel

Contractor will be required to travel to the Government hosting facility during the performance of this contract. Additionally, the Contractor may be required to attend meetings, conferences, and training. Contractor will be authorized travel expenses consistent with the substantive provisions of the Joint Travel Regulation (JTR) and the limitation of funds specified in this contract. All travel requires Government approval/authorization and notification to the Contracting Officer Representative (COR). Travel cost limitations are identified in the associated CLIN.

4 Applicable Documents

The Contractor shall abide by all applicable regulations, publications, manuals, and local policies and procedures.

4.1 Government Documents

DoD 5200.2R - Personnel Security Program (Feb 23, 1996)
 DoD 5200.2 - DoD Personnel Security Program Requirements (Apr, 09, 1999)
 DoD 5220.22-M National Industrial Security Program Operating Manual (NISPOM) (Mar 18, 2011)
 DoD 5400.11- DoD Privacy Program (May 14, 2007)
 DoD 5400.11 - Department of Defense Privacy Program, (Sept 01, 2011)
 DoD 8100.1 -Global Information Grid (GIG) Overarching Policy (Sept 19, 2002)
 DoD 8320.02G - Guidance for Net-Centric Data Sharing (Apr 12, 2006)
 DoD 8500.01E Information Assurance (Oct 24, 2002)
 DoD 8500.2 Information Assurance Implementation (Feb 6, 2003)
 DoD 8510.10 – DoD Information Assurance Certification and Accreditation Process (DIACAP) (Nov 28, 2007)
 DoD 8551.1- Ports Protocols and Services Management (Aug 13, 2004)
 SECNAVINST 5000.36A - Information Technology Applications And Data Management (Jun 14, 2010)
 SECNAVINST 5510.30B - Department of the Navy Personnel Security Program (PSP) (Oct 06, 2006)
 SECNAV 5211.5E - Department of Navy Privacy Program (Oct 29, 2004)
 SECNAV M-5239.2 – Information Assurance Workforce Manual (May 29, 2009)
 SECNAV 5239.3 – Information Assurance Policy (Jun 17, 2009)
 SECNAVINST 5720.47- Department of the Navy Policy for Content of Publicly Accessible World Wide Web Sites (Dec 28, 2010)
 CJCSI 6211.02B - Defense Information System Network (DISN): Policy Responsibilities and Processes of (Jul 31, 2003)
 OPNAV 5239.1C - Information Awareness Program (Aug 20, 2008)
 OPNAV Note 5200, Manpower, Personnel, Training and Education Information Services Requirements Integration Implementing Guidance
 SPAWAR 4160.3B – Technical Management Data
 Copies of the above DoD, SECNAV, and OPNAV instructions are downloadable from)
<http://doni.daps.dla.mil/allinstructions.aspx>).

4.2 Specifications, Standards, & Handbooks

MIL-PRF-29612B - Training Data Products
 MIL-HDBK-29612-2A - Instructional Systems Development/Systems Approach To Training and Education (Part 2 of 5 Parts)
 MIL-HDBK-29612-3A - Development of Interactive Multimedia Instruction (Part 3 of 5)
 MIL-HDBK-502 - DoD Acquisition Logistics Handbook
 MIL-PRF-49506 - Performance Specification Logistics Management Information
 (Copies of the above DoD Specification and handbooks can be obtained online from the Acquisition Streamlining and Standardization Information System (ASSIST) Web Site at: <http://assist.daps.dla.mil/quicksearch/>.)

4.3 Government Regulations

(DONCIO) Section 508 - Self-Help Tool Kit
<http://www.doncio.navy.mil/sewction508toolkit>

4.4 Other Government Documents, Drawings, and Publications

Additional guidance materials include, but are not limited to:

DoD Public Key Infrastructure (PKI) (<http://iase.disa.mil/pki/index.html>)

DoD Implementation Guide for Transitional PIV II SP 800-73 v1 (Mar 24, 2006) Navy Marine Corps Intranet
(NMCI) Release Development and Deployment Guide (NRDDG) v2.0 (May 28, 2004)

Sea Warrior Program Office Technical Event Process (TEP) Guidebook, (Jan 25, 2013)

Sea Warrior Program Office Risk Management Plan, (Feb 12, 2007)

Sea Warrior Program Office Test and Evaluation Master Plan (TEMP), (Mar 24, 2008)

Sea Warrior Program Office Systems Engineering Plan, (Mar 24, 2008)

Sea Warrior Program Office Configuration Management Plan, (Dec 15, 2010)

Sea Warrior Program Office Project Plan User Guide, (Apr 22 2010)

SSC NOLA Service Oriented Architecture (SOA) Technical Reference Model

Appendix A: ACRONYMS

ASSIST	Acquisition Streamlining and Standardization Information System
CAC	Common Access Card
CDRL	Contract Data Requirements List
CIO	Chief Information Officer
CJCSI	Chairman of the Joint Chiefs of Staff Instruction
CLEOC	Consolidated Law Enforcement Operations Center
CMDA	Command Actions
CMS	Case Management System
COR	Corrections
CORMIS	Corrections Management Information System
COTS	Commercial-Off-the-Shelf
CSCI	Computer Software Configuration Items
DIACAP	DoD Information Assurance Certification and Accreditation Process
DIBRS	Defense Incident-Based Reporting System
DID	Data Item Description
DISA	Defense Information System Agency
DISN	Defense Information System Network
DMDC	Defense Manpower Data Center
DoD	Department of Defense
DON	Department of the Navy
FRD	Functional Requirements Document
GFE	Government Furnished Equipment
GFI	Government Furnished Information
GFP	Government Furnished Property
GIG	Global Information Grid
IAW	In accordance with
IMP	Integrated Master Plan
INV	Investigations
JA	Judicial Actions
JTR	Joint Travel Regulations
LE	Law Enforcement
NCIS	Naval Criminal Investigative Service
NISPOM	National Industrial Security Program Operating Manual
NJIS	Naval Justice Information System
NMCI	Navy Marine Corps Intranet
NOLA	New Orleans, LA
NPPS	Navy Ports, Protocols, and Services
OPNAV	Office of the Chief of Naval Operations
PEO EIS	Program Executive Office for Enterprise Information Systems
PMW 240	Sea Warrior Program Office
PSP	Personnel Security Program
SECNAVINST	Secretary of the Navy Instruction
SECNAV RKB	Secretary of the Navy Responder Knowledge Base
SEP	System Engineering Plan
SME	Subject Matter Expert
SOA	Service-Oriented Architecture
SPAWAR	Space and Naval Warfare Systems Command
STIG	Security Technical Implementation Guide

SVD	Software Version Description
SW	Software
TEMP	Test and Evaluation Master Plan
TEP	Technical Event Process
USMC	United States Marine Corps
USN	United States Navy

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0001AA	Destination	Government	Destination	Government
0001AB	Destination	Government	Destination	Government
0001AC	Destination	Government	Destination	Government
0001AD	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government
0005	Destination	Government	Destination	Government
0006	Destination	Government	Destination	Government
0007	Destination	Government	Destination	Government
0007AA	Destination	Government	Destination	Government
0007AB	Destination	Government	Destination	Government
0008	Destination	Government	Destination	Government
0009	Destination	Government	Destination	Government
0010	Destination	Government	Destination	Government
0011	Destination	Government	Destination	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	N/A	N/A	N/A	N/A
0001AA	POP 01-AUG-2014 TO 31-JUL-2019	N/A	N/A FOB: Destination	
0001AB	POP 01-AUG-2014 TO 31-JUL-2019	N/A	N/A FOB: Destination	
0001AC	POP 01-AUG-2014 TO 31-JUL-2019	N/A	N/A FOB: Destination	
0001AD	POP 01-AUG-2014 TO 31-JUL-2019	N/A	N/A FOB: Destination	
0002	POP 01-AUG-2014 TO 31-JUL-2015	N/A	N/A FOB: Destination	
0003	POP 01-AUG-2015 TO 31-JUL-2016	N/A	N/A FOB: Destination	
0004	POP 01-AUG-2016 TO 31-JUL-2017	N/A	N/A FOB: Destination	
0005	POP 01-AUG-2017 TO 31-JUL-2018	N/A	N/A FOB: Destination	
0006	POP 01-AUG-2018 TO 31-JUL-2019	N/A	N/A FOB: Destination	
0007	N/A	N/A	N/A	N/A
0007AA	POP 01-AUG-2014 TO 31-JUL-2019	N/A	N/A FOB: Destination	
0007AB	POP 01-AUG-2014 TO 31-JUL-2019	N/A	N/A FOB: Destination	
0008	POP 01-AUG-2014 TO 31-JUL-2019	N/A	N/A FOB: Destination	
0009	POP 01-AUG-2014 TO 31-JUL-2019	N/A	N/A FOB: Destination	
0010	POP 01-AUG-2014 TO 31-JUL-2019	N/A	N/A FOB: Destination	

0011	POP 01-AUG-2014 TO 31-JUL-2019	N/A	N/A FOB: Destination
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CLAUSES INCORPORATED BY REFERENCE

52.203-3	Gratuities	APR 1984
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.212-4	Contract Terms and Conditions--Commercial Items	SEP 2013
52.252-2	Clauses Incorporated By Reference	FEB 1998
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.204-0006	Line Item Specific: Proration	SEP 2009
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.225-7001	Buy American And Balance Of Payments Program	DEC 2012
252.225-7012	Preference For Certain Domestic Commodities	FEB 2013
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.227-7015	Technical Data--Commercial Items	JUN 2013
252.227-7037	Validation of Restrictive Markings on Technical Data	JUN 2013
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012
252.232-7010	Levies on Contract Payments	DEC 2006
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.247-7023	Transportation of Supplies by Sea	JUN 2013
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

CLAUSES INCORPORATED BY FULL TEXT

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (SEP 2013)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

___ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

___ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

___ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

___ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (July 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note).

___ (5) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (Jul 2010) (Pub. L. 111-5).

X (6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Aug, 2013) (31 U.S.C. 6101 note).

X (7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (July 2013) (41 U.S.C. 2313).

X (8) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (MAY 2012) (section 738 of Division C of Pub. L. 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

___ (9) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).

___ (10) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

___ (11) [Reserved]

X (12)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).

___ (ii) Alternate I (NOV 2011).

___ (iii) Alternate II (NOV 2011).

___ (13)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

___ (ii) Alternate I (Oct 1995) of 52.219-7.

___ (iii) Alternate II (Mar 2004) of 52.219-7.

X (14) 52.219-8, Utilization of Small Business Concerns (July 2013) (15 U.S.C. 637(d)(2) and (3)).

___ (15)(i) 52.219-9, Small Business Subcontracting Plan (July 2013) (15 U.S.C. 637(d)(4)).

___ (ii) Alternate I (Oct 2001) of 52.219-9.

___ (iii) Alternate II (Oct 2001) of 52.219-9.

___ (iv) Alternate III (Jul 2010) of 52.219-9.

___ (16) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).

X (17) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).

___ (18) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

___ (19)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Oct 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

___ (ii) Alternate I (June 2003) of 52.219-23.

___ (20) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (July 2013) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (21) 52.219-26, Small Disadvantaged Business Participation Program— Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).

X (23) 52.219-28, Post Award Small Business Program Representation (July 2013) (15 U.S.C. 632(a)(2)).

___ (24) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (July 2013) (15 U.S.C. 637(m)).

___ (25) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (July 2013) (15 U.S.C. 637(m)).

X (26) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

X (27) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (MAR 2012) (E.O. 3126).

X (28) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

X (29) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

X (30) 52.222-35, Equal Opportunity for Veterans (Sep 2010)(38 U.S.C. 4212).

X (31) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

X (32) 52.222-37, Employment Reports on Veterans (Sep 2010) (38 U.S.C. 4212).

X (33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

___ (34) 52.222-54, Employment Eligibility Verification (Jul 2012). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

___ (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

___ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

X (36) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

X (37)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 2007) (E.O. 13423).

___ (ii) Alternate I (Dec 2007) of 52.223-16.

X (38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).

___ (39) 52.225-1, Buy American Act—Supplies (Feb 2009) (41 U.S.C. 10a-10d).

___ (40)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (NOV 2012) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

(ii) Alternate I (MAR 2012) of 52.225-3.

(iii) Alternate II (MAR 2012) of 52.225-3.

(iv) Alternate III (NOV 2012) of 52.225-3.

___ (41) 52.225-5, Trade Agreements (Sep 2013) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

___ (42) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

___ (43) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

___ (44) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150)

___ (45) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

___ (46) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

___ (47) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

X (48) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (July 2013) (31 U.S.C. 3332).

___ (49) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (July 2013) (31 U.S.C. 3332).

___ (50) 52.232-36, Payment by Third Party (July 2013) (31 U.S.C. 3332).

X (51) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

___ (52)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

___ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

___ (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

___ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

___ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

___ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (Nov 2007) (41 351, et seq.).

___ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (Feb 2009) (41 U.S.C. 351, et seq.).

___ (7) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013) (E.O.13495).

___ (8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).

___ (9) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note).

(ii) 52.219-8, Utilization of Small Business Concerns (Jul 2013) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(iv) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 1998) (29 U.S.C. 793).

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

(xii) 52.222-54, Employment Eligibility Verification (JUL 2012).

(xiii) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xiv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through 60 months after date of award..

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$2,500.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of (See MINIMUM/MAXIMUM QUANTITY AND ORDER VALUE constraints above);

(2) Any order for a combination of items in excess of \$12,989,520.00 (excluding CLIN 0011 for Travel); or

(3) A series of orders from the same ordering office within 5 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 10 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after July 31, 2019.

(End of clause)

52.224-1 PRIVACY ACT NOTIFICATION (APR 1984)

The Contractor will be required to design, develop, or operate a system of records on individuals, to accomplish an agency function subject to the Privacy Act of 1974, Public Law 93-579, December 31, 1974 (5 U.S.C. 552a) and applicable agency regulations. Violation of the Act may involve the imposition of criminal penalties.

(End of clause)

52.224-2 PRIVACY ACT (APR 1984)

(a) The Contractor agrees to--

(1) Comply with the Privacy Act of 1974 (the Act) and the agency rules and regulations issued under the Act in the design, development, or operation of any system of records on individuals to accomplish an agency function when the contract specifically identifies--

(i) The systems of records; and

(ii) The design, development, or operation work that the contractor is to perform;

(2) Include the Privacy Act notification contained in this contract in every solicitation and resulting subcontract and in every subcontract awarded without a solicitation, when the work statement in the proposed subcontract requires the redesign, development, or operation of a system of records on individuals that is subject to the Act; and

(3) Include this clause, including this subparagraph (3), in all subcontracts awarded under this contract which requires the design, development, or operation of such a system of records.

(b) In the event of violations of the Act, a civil action may be brought against the agency involved when the violation concerns the design, development, or operation of a system of records on individuals to accomplish an agency function, and criminal penalties may be imposed upon the officers or employees of the agency when the violation concerns the operation of a system of records on individuals to accomplish an agency function. For purposes of the Act, when the contract is for the operation of a system of records on individuals to accomplish an agency function, the Contractor is considered to be an employee of the agency.

(c)(1) "Operation of a system of records," as used in this clause, means performance of any of the activities associated with maintaining the system of records, including the collection, use, and dissemination of records.

(2) "Record," as used in this clause, means any item, collection, or grouping of information about an individual that is maintained by an agency, including, but not limited to, education, financial transactions, medical history, and criminal or employment history and that contains the person's name, or the identifying number, symbol, or other identifying particular assigned to the individual, such as a fingerprint or voiceprint or a photograph.

(3) "System of records on individuals," as used in this clause, means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual.

(End of clause)

252.204-7012 SAFEGUARDING OF UNCLASSIFIED CONTROLLED TECHNICAL INFORMATION (NOV 2013)

(a) Definitions. As used in this clause--

Adequate security means protective measures that are commensurate with the consequences and probability of loss, misuse, or unauthorized access to, or modification of information.

Attribution information means information that identifies the Contractor, whether directly or indirectly, by the grouping of information that can be traced back to the Contractor (e.g., program description or facility locations).

Compromise means disclosure of information to unauthorized persons, or a violation of the security policy of a system, in which unauthorized intentional or unintentional disclosure, modification, destruction, or loss of an object, or the copying of information to unauthorized media may have occurred.

Contractor information system means an information system belonging to, or operated by or for, the Contractor.

Controlled technical information means technical information with military or space application that is subject to controls on the access, use, reproduction, modification, performance, display, release, disclosure, or dissemination. Controlled technical information is to be marked with one of the distribution statements B-through-F, in accordance with DoD Instruction 5230.24, Distribution Statements on Technical Documents. The term does not include information that is lawfully publicly available without restrictions.

Cyber incident means actions taken through the use of computer networks that result in an actual or potentially adverse effect on an information system and/or the information residing therein.

Exfiltration means any unauthorized release of data from within an information system. This includes copying the data through covert network channels or the copying of data to unauthorized media.

Media means physical devices or writing surfaces including, but is not limited to, magnetic tapes, optical disks, magnetic disks, large-scale integration memory chips, and printouts onto which information is recorded, stored, or printed within an information system.

Technical information means technical data or computer software, as those terms are defined in the clause at DFARS 252.227-7013, Rights in Technical Data--Non Commercial Items, regardless of whether or not the clause is incorporated in this solicitation or contract. Examples of technical information include research and engineering data, engineering drawings, and associated lists, specifications, standards, process sheets, manuals, technical reports, technical orders, catalog-item identifications, data sets, studies and analyses and related information, and computer software executable code and source code.

(b) Safeguarding requirements and procedures for unclassified controlled technical information. The Contractor shall provide adequate security to safeguard unclassified controlled technical information from compromise. To provide adequate security, the Contractor shall—

(1) Implement information systems security in its project, enterprise, or company-wide unclassified information technology system(s) that may have unclassified controlled technical information resident on or transiting through them. The information systems security program shall implement, at a minimum—

(i) The specified National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53 security controls identified in the following table; or

(ii) If a NIST control is not implemented, the Contractor shall submit to the Contracting Officer a written explanation of how—

(A) The required security control identified in the following table is not applicable; or

(B) An alternative control or protective measure is used to achieve equivalent protection.

(2) Apply other information systems security requirements when the Contractor reasonably determines that information systems security measures, in addition to those identified in paragraph (b)(1) of this clause, may be required to provide adequate security in a dynamic environment based on an assessed risk or vulnerability.

Table 1--Minimum Security Controls for Safeguarding

Minimum required security controls for unclassified controlled technical information requiring safeguarding in accordance with paragraph (d) of this clause. (A description of the security controls is in the NIST SP 800-53, "Security and Privacy Controls for Federal Information Systems and Organizations" (<http://csrc.nist.gov/publications/PubsSPs.html>).)

BILLING CODE 5001-06-P
[GRAPHIC] [TIFF OMITTED] TR18NO13.031

BILLING CODE 5001-06-C

Legend:

AC: Access Control
AT: Awareness and Training MP:
AU: Auditing and Accountability
CM: Configuration Management
CP: Contingency Planning
IA: Identification and Authentication
IR: Incident Response
MA: Maintenance
MP: Media Protection
PE: Physical & Environmental Protection
PM: Program Management
RA: Risk Assessment
SC: System & Communications Protection
SI: System & Information Integrity

(c) Other requirements. This clause does not relieve the Contractor of the requirements specified by applicable statutes or other Federal and DoD safeguarding requirements for Controlled Unclassified Information as established by Executive Order 13556, as well as regulations and guidance established pursuant thereto.

(d) Cyber incident and compromise reporting.

(1) Reporting requirement. The Contractor shall report as much of the following information as can be obtained to the Department of Defense via (<http://dibnet.dod.mil/>) within 72 hours of discovery of any cyber incident, as described in paragraph (d)(2) of this clause, that affects unclassified controlled technical information resident on or transiting through the Contractor's unclassified information systems:

- (i) Data Universal Numbering System (DUNS).
- (ii) Contract numbers affected unless all contracts by the company are affected.
- (iii) Facility CAGE code if the location of the event is different than the prime Contractor location.
- (iv) Point of contact if different than the POC recorded in the System for Award Management (address, position, telephone, email).
- (v) Contracting Officer point of contact (address, position, telephone, email).
- (vi) Contract clearance level.
- (vii) Name of subcontractor and CAGE code if this was an incident on a subcontractor network.

- (viii) DoD programs, platforms or systems involved.
 - (ix) Location(s) of compromise.
 - (x) Date incident discovered.
 - (xi) Type of compromise (e.g., unauthorized access, inadvertent release, other).
 - (xii) Description of technical information compromised.
 - (xiii) Any additional information relevant to the information compromise.
- (2) Reportable cyber incidents. Reportable cyber incidents include the following:
- (i) A cyber incident involving possible exfiltration, manipulation, or other loss or compromise of any unclassified controlled technical information resident on or transiting through Contractor's, or its subcontractors', unclassified information systems.
 - (ii) Any other activities not included in paragraph (d)(2)(i) of this clause that allow unauthorized access to the Contractor's unclassified information system on which unclassified controlled technical information is resident on or transiting.
- (3) Other reporting requirements. This reporting in no way abrogates the Contractor's responsibility for additional safeguarding and cyber incident reporting requirements pertaining to its unclassified information systems under other clauses that may apply to its contract, or as a result of other U.S. Government legislative and regulatory requirements that may apply (e.g., as cited in paragraph (c) of this clause).
- (4) Contractor actions to support DoD damage assessment. In response to the reported cyber incident, the Contractor shall—
- (i) Conduct further review of its unclassified network for evidence of compromise resulting from a cyber incident to include, but is not limited to, identifying compromised computers, servers, specific data and users accounts. This includes analyzing information systems that were part of the compromise, as well as other information systems on the network that were accessed as a result of the compromise;
 - (ii) Review the data accessed during the cyber incident to identify specific unclassified controlled technical information associated with DoD programs, systems or contracts, including military programs, systems and technology; and
 - (iii) Preserve and protect images of known affected information systems and all relevant monitoring/packet capture data for at least 90 days from the cyber incident to allow DoD to request information or decline interest.
- (5) DoD damage assessment activities. If DoD elects to conduct a damage assessment, the Contracting Officer will request that the Contractor point of contact identified in the incident report at (d)(1) of this clause provide all of the damage assessment information gathered in accordance with paragraph (d)(4) of this clause. The Contractor shall comply with damage assessment information requests. The requirement to share files and images exists unless there are legal restrictions that limit a company's ability to share digital media. The Contractor shall inform the Contracting Officer of the source, nature, and prescription of such limitations and the authority responsible.

(e) Protection of reported information. Except to the extent that such information is lawfully publicly available without restrictions, the Government will protect information reported or otherwise provided to DoD under this clause in accordance with applicable statutes, regulations, and policies. The Contractor shall identify and mark attribution information reported or otherwise provided to the DoD. The Government may use information, including attribution information and disclose it only to authorized persons for purposes and activities consistent with this clause.

(f) Nothing in this clause limits the Government's ability to conduct law enforcement or counterintelligence activities, or other lawful activities in the interest of homeland security and national security. The results of the activities described in this clause may be used to support an investigation and prosecution of any person or entity, including those attempting to infiltrate or compromise information on a contractor information system in violation of any statute.

(g) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (g), in all subcontracts, including subcontracts for commercial items.

(End of clause)

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)

(a) Definitions. As used in this clause--

Department of Defense Activity Address Code (DoDAAC) is a six position code that uniquely identifies a unit, activity, or organization.

Document type means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

Local processing office (LPO) is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall--

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this Web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at <https://wawf.eb.mil/>.

(e) WAWF methods of document submission. Document submissions may be via Web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) Document type. The Contractor shall use the following document type(s).

2 in 1

(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

N00039

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	HQ0338
Issue By DoDAAC	N00039
Admin DoDAAC	N00039
Inspect By DoDAAC	N00039
Ship To Code	See Task Order
Ship From Code	Not Applicable
Mark For Code	Not Applicable
Service Approver (DoDAAC)	N00039
Service Acceptor (DoDAAC)	N00039
Accept at Other DoDAAC	Not Applicable
LPO DoDAAC	Not Applicable
DCAA Auditor DoDAAC	Not Applicable
Other DoDAAC(s)	Not Applicable

(4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) WAWF email notifications. The Contractor shall enter the email address identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system.

(b)(6)

(g) WAWF point of contact. (1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

(b)(6)

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

(End of clause)

5252.201-9201 DESIGNATION OF CONTRACTING OFFICER'S REPRESENTATIVE (MAR 2006)

(a) The Contracting Officer hereby appoints the following individual as Contracting Officer's Representative(s) (COR) for this contract/order:

Name: (b)(6)

Code: N/A

Address: 701 S. Courthouse Road
Arlington, VA 22204

Phone Number: (703) 604-5834

E-mail: (b)(6)

Additional Assistant CORs (ACORs) may be assigned at the individual Task Order level.

(b) It is emphasized that only the Contracting Officer has the authority to modify the terms of the contract, therefore, in no event will any understanding agreement, modification, change order, or other matter deviating from the terms of the basic contract between the Contractor and any other person be effective or binding on the Government. When/If, in the opinion of the Contractor, an effort outside the existing scope of the contract is requested, the Contractor shall promptly notify the PCO in writing. No action shall be taken by the Contractor unless the Procuring Contracting Officer (PCO) or the Administrative Contracting Officer (ACO) has issued a contractual change.

(End of clause)

5252.204-9200 SECURITY REQUIREMENTS (DEC 1999)

The work to be performed under this contract as delineated in the DD Form 254, Attachment No. 2 involves access to and handling of classified material up to and including Secret.

In addition to the requirements of the FAR 52.204-2 "Security Requirements" clause, the Contractor shall appoint a Security Officer, who shall (1) be responsible for all security aspects of the work performed under this contract, (2) assure compliance with the National Industry Security Program Operating Manual (DODINST 5220.22M), and (3) assure compliance with any written instructions from the Security Officer (SMO Code 660015, Attn: YN1 DeVela Cargin, 701 S. Courthouse Rd., Arlington, VA 22204) .

(End of clause)

5252.204-9202 CONTRACTOR PICTURE BADGE (JUL 2013)

- (a) A contractor picture badge may be issued to contractor personnel by the Naval Criminal Investigative Service (SMO Code 632854- Non-SCI) upon receipt of a valid visit request from the Contractor and a picture badge request from the COR. A list of personnel requiring picture badges must be provided to the COR to verify that the contract or delivery/task order authorizes performance at the SECNAV RKB Data Center (Quantico, VA) prior to completion of the picture badge request.
- (b) The contractor assumes full responsibility for the proper use of the identification badge and shall be responsible for the return of the badge upon termination of personnel or expiration or completion of the contract.
- (c) At the completion of the contract, the contractor shall forward to the Naval Criminal Investigative Office a list of all unreturned badges with a written explanation of any missing badges.

(End of clause)

5252.211-9201 COMPLIANCE WITH SPECIFICATION (DEC 1999)

The effort required hereunder shall be in accordance with the specifications set forth herein and the offeror's technical proposal dated February 11, 2014 in response to RFP N00039-14-R-0004 which is incorporated herein by reference and made a part hereof. In the event any discrepancy between the Government's specification and the Contractor's proposal, the Government's specification shall control unless otherwise noted herein.

(End of clause)

5252.216-9210 TYPE OF CONTRACT (DEC 1999)

This is an Indefinite Delivery/Indefinite Quantity (ID/IQ) Firm Fixed Price (FFP) contract.

(End of clause)

5252.216-9213 TYPES OF TASK OR DELIVERY ORDERS (DEC 1999)

The following types of task or delivery orders may be issued under this contract:

A firm-fixed-price (FFP) delivery order will be issued when acquiring commercial items, or for acquiring other supplies or services on the basis of reasonable definite or detailed specifications and fair and reasonable prices are established at the outset.

(End of clause)

5252.216-9216 PROCEDURES FOR ISSUING ORDERS (JUN 2009)

(a) *Ordering*. This is an Indefinite Delivery/Indefinite Quantity, firm fixed price contract for Naval Justice Information System. Ordering for any other customer is prohibited without authority of the Contracting Officer or his/her representative. Supplies or services to be furnished under this contract shall be furnished by the issuance of delivery or task orders. Orders shall be placed by the Contracting Officer, Mr. Clint Sade or his/her representative. Delivery or task orders shall contain the information in paragraph (b) below:

(b) *Ordering Procedures*. (1) Delivery or task orders issued shall include, but not be limited to, the following information:

- (a) Date of Order
- (b) Contract, order number and requisition number
- (c) Appropriation and accounting data
- (d) Description of the services to be performed
- (e) Description of end item(s) to be delivered
- (f) DD Form 254 (Contract Security Classification Specification), if applicable
- (g) DD Form 1423 (Contract Data Requirements List), if data to be delivered under the order is not listed on the DD Form 1423 included in this contract
- (h) Exact place of pickup and delivery
- (i) The inspecting and accepting codes (as applicable)
- (j) Period of time in which the services are to be performed
- (k) For each applicable labor category, estimated number of labor hours required to perform the order
- (l) The Price for the order
- (m) List of Government-furnished material and the estimated value thereof, if applicable
- (n) Delivery date

(2) (a) Pursuant to the clause at 52.216-18, Ordering, incorporated into this contract in Section I, the Government may issue orders orally, by facsimile, or by electronic commerce methods including, but not limited to, sending the orders by e-mail to the contractor.

(b) Oral orders may be placed hereunder only in emergency circumstances. Information described above shall be furnished to the contractor at the time of placing an oral order and shall be confirmed by issuance of a written delivery/task order on DD Form 1155 within two working days. Oral orders placed under this contract shall not exceed (as specified by the Contracting Officer).

(c) *Modification of Delivery/Task Orders*. Delivery/Task orders may be modified by the ordering officer. Modifications to delivery/task orders shall include the information set forth in paragraph (b) above, as applicable. Delivery or task orders may be modified orally by the ordering officers in emergency circumstances. Oral modifications shall be confirmed by issuance of a written modification within two working days from the time of the oral communication modifying the order. The Contractor shall acknowledge receipt of any delivery or task order within one working day after receipt thereof.

(d) *Ceiling Price*. The FFP or ceiling amount for each delivery/task order will be the ceiling price stated therein and may not be increased except when authorized by a modification to the delivery/task order.

(e) *Unilateral Orders*. Delivery or task orders under this contract will ordinarily be issued after both parties agree on all terms. If the parties fail to agree, the Ordering Officer may require the contractor to perform and any disagreement shall be deemed a dispute within the meaning of the "Disputes" clause.

(End of clause)

5252.222-9200 WORKWEEK (APR 2012)

(a) All or a portion of the effort under this contract will be performed on a Government installation. The normal workweek for Government employees at (To be specified in individual Task Orders) is (To be specified in individual Task Orders) Work at this Government installation, shall be performed by the contractor within the normal workweek unless differing hours are specified on the individual task orders. Following is a list of holidays observed by the Government:

<u>Name of Holiday</u>	<u>Time of Observance</u>
New Year's Day	1 January
Martin Luther King Jr. Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	4 July
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veteran's Day	11 November
Thanksgiving Day	Fourth Thursday in November
Christmas Day	25 December

(b) If any of the above holidays occur on a Saturday or a Sunday, then such holiday shall be observed by the Contractor in accordance with the practice as observed by the assigned Government employees at the using activity.

(c) If the Contractor is prevented from performance as the result of an Executive Order or an administrative leave determination applying to the using activity, such time may be charged to the contract as direct cost provided such charges are consistent with the Contractor's accounting practices.

(d) This contract does not allow for payment of overtime during the normal workweek for employees who are not exempted from the Fair Labor Standards Act unless expressly authorized by the Ordering Officer. Under Federal regulations the payment of overtime is required only when an employee works more than 40 hours in a normal week period.

(e) Periodically the Government may conduct Anti-Terrorism Force Protection (AT/FP) and/or safety security exercises which may require the Contractor to adjust its work schedule and/or place of performance to accommodate execution of the exercise. The Contractor will be required to work with its Government point of contact to adjust work schedules and/or place of performance in the case of an exercise that causes disruption of normally scheduled work hours, or disruption of access to a government facility. The contract does not allow for payment of work if schedules cannot be adjusted and/or the work cannot be executed remotely (i.e., the contractor's facility or alternate non-impacted location), during an exercise when government facilities are inaccessible.

(End of clause)

5252.231-9200 REIMBURSEMENT OF TRAVEL COSTS (JAN 2006)

(a) Contractor Request and Government Approval of Travel

Any travel under this contract must be specifically requested in writing, by the contractor prior to incurring any travel costs. If this contract is a definite or indefinite delivery contract, then the written Government authorization will be by task/delivery orders issued by the Ordering Officer or by a modification to an issued task/delivery order. If this contract is not a definite or indefinite delivery contract, then the written Government authorization will be by written notice of approval from the Contracting Officer's Representative (COR). The request shall include as a minimum, the following:

- (1) Contract number
- (2) Date, time, and place of proposed travel
- (3) Purpose of travel and how it relates to the contract
- (4) Contractor's estimated cost of travel
- (5) Name(s) of individual(s) traveling and;
- (6) A breakdown of estimated travel and per diem charges.

(b) General

(1) The costs for travel, subsistence, and lodging shall be reimbursed to the contractor only to the extent that it is necessary and authorized for performance of the work under this contract. The costs for travel, subsistence, and lodging shall be reimbursed to the contractor in accordance with the Federal Acquisition Regulation (FAR) 31.205-46, which is incorporated by reference into this contract. As specified in FAR 31.205-46(a) (2), reimbursement for the costs incurred for lodging, meals and incidental expenses (as defined in the travel regulations cited subparagraphs (b)(1)(i) through (b)(1)(iii) below) shall be considered to be reasonable and allowable only to the extent that they do not exceed on a daily basis the maximum per diem rates in effect at the time of travel as set forth in the following:

(i) Federal Travel Regulation prescribed by the General Services Administration for travel in the contiguous 48 United States;

(ii) Joint Travel Regulation, Volume 2, DoD Civilian Personnel, Appendix A, prescribed by the Department of Defense for travel in Alaska, Hawaii, The Commonwealth of Puerto Rico, and the territories and possessions of the United States; or

(iii) Standardized Regulations, (Government Civilians, Foreign Areas), Section 925, "Maximum Travel Per Diem Allowances in Foreign Areas" prescribed by the Department of State, for travel in areas not covered in the travel regulations cited in subparagraphs (b)(1)(i) and (b)(1)(ii) above.

(2) Personnel in travel status from and to the contractor's place of business and designated work site or vice versa, shall be considered to be performing work under the contract, and contractor shall bill such travel time at the straight (regular) time rate; however, such billing shall not exceed eight hours per person for any one person while in travel status during one calendar day.

(c) Per Diem

(1) The contractor shall not be paid per diem for contractor personnel who reside in the metropolitan area in which the tasks are being performed. Per diem shall not be paid on services performed at contractor's home

facility and at any facility required by the contract, or at any location within a radius of 50 miles from the contractor's home facility and any facility required by this contract.

(2) Costs for subsistence and lodging shall be paid to the contractor only to the extent that overnight stay is necessary and authorized in writing by the Government for performance of the work under this contract per paragraph (a). When authorized, per diem shall be paid by the contractor to its employees at a rate not to exceed the rate specified in the travel regulations cited in FAR 31.205-46(a)(2) and authorized in writing by the Government. The authorized per diem rate shall be the same as the prevailing locality per diem rate.

(3) Reimbursement to the contractor for per diem shall be limited to payments to employees not to exceed the authorized per diem and as authorized in writing by the Government per paragraph (a). Fractional parts of a day shall be payable on a prorated basis for purposes of billing for per diem charges attributed to subsistence on days of travel. The departure day from the Permanent Duty Station (PDS) and return day to the PDS shall be 75% of the applicable per diem rate. The contractor shall retain supporting documentation for per diem paid to employees as evidence of actual payments, as required by the FAR 52.216-7 "Allowable Cost and Payment" clause of the contract.

(d) Transportation

(1) The contractor shall be paid on the basis of actual amounts paid to the extent that such transportation is necessary for the performance of work under the contract and is authorized in writing by the Government per paragraph (a).

(2) The contractor agrees, in the performance of necessary travel, to use the lowest cost mode commensurate with the requirements of the mission and in accordance with good traffic management principles. When it is necessary to use air or rail travel, the contractor agrees to use coach, tourist class or similar accommodations to the extent consistent with the successful and economical accomplishment of the mission for which the travel is being performed. Documentation must be provided to substantiate non-availability of coach or tourist if business or first class is proposed to accomplish travel requirements.

(3) When transportation by privately owned conveyance (POC) is authorized, the contractor shall be paid on a mileage basis not to exceed the applicable Government transportation rate specified in the travel regulations cited in FAR 31.205-46(a)(2) and is authorized in writing by the Government per paragraph (a).

(4) When transportation by privately owned (motor) vehicle (POV) is authorized, required travel of contractor personnel, that is not commuting travel, may be paid to the extent that it exceeds the normal commuting mileage of such employee. When an employee's POV is used for travel between an employee's residence or the Permanent Duty Station and one or more alternate work sites within the local area, the employee shall be paid mileage for the distance that exceeds the employee's commuting distance.

(5) When transportation by a rental automobile, other special conveyance or public conveyance is authorized, the contractor shall be paid the rental and/or hiring charge and operating expenses incurred on official business (if not included in the rental or hiring charge). When the operating expenses are included in the rental or hiring charge, there should be a record of those expenses available to submit with the receipt. Examples of such operating expenses include: hiring charge (bus, streetcar or subway fares), gasoline and oil, parking, and tunnel tolls.

(6) Definitions:

(i) “Permanent Duty Station” (PDS) is the location of the employee’s permanent work assignment (i.e., the building or other place where the employee regularly reports for work).

(ii) “Privately Owned Conveyance” (POC) is any transportation mode used for the movement of persons from place to place, other than a Government conveyance or common carrier, including a conveyance loaned for a charge to, or rented at personal expense by, an employee for transportation while on travel when such rental conveyance has not been authorized/approved as a Special Conveyance.

(iii) “Privately Owned (Motor) Vehicle (POV)” is any motor vehicle (including an automobile, light truck, van or pickup truck) owned by, or on a long-term lease (12 or more months) to, an employee or that employee’s dependent for the primary purpose of providing personal transportation, that:

- (a) is self-propelled and licensed to travel on the public highways;
- (b) is designed to carry passengers or goods; and
- (c) has four or more wheels or is a motorcycle or moped.

(iv) “Special Conveyance” is commercially rented or hired vehicles other than a POC and other than those owned or under contract to an agency.

(v) “Public Conveyance” is local public transportation (e.g., bus, streetcar, subway, etc) or taxicab.

(iv) “Residence” is the fixed or permanent domicile of a person that can be reasonably justified as a bona fide residence.

EXAMPLE 1: Employee’s one way commuting distance to regular place of work is 7 miles. Employee drives from residence to an alternate work site, a distance of 18 miles. Upon completion of work, employee returns to residence, a distance of 18 miles.

In this case, the employee is entitled to be reimbursed for the distance that exceeds the normal round trip commuting distance (14 miles). The employee is reimbursed for 22 miles ($18 + 18 - 14 = 22$).

EXAMPLE 2: Employee’s one way commuting distance to regular place of work is 15 miles. Employee drives from residence to an alternate work site, a distance of 5 miles. Upon completion of work, employee returns to residence, a distance of 5 miles.

In this case, the employee is not entitled to be reimbursed for the travel performed (10 miles), since the distance traveled is less than the commuting distance (30 miles) to the regular place of work.

EXAMPLE 3: Employee’s one way commuting distance to regular place of work is 15 miles. Employee drives to regular place of work. Employee is required to travel to an alternate work site, a distance of 30 miles. Upon completion of work, employee returns to residence, a distance of 15 miles.

In this case, the employee is entitled to be reimbursed for the distance that exceeds the normal round trip commuting distance (30 miles). The employee is reimbursed for 30 miles ($15 + 30 + 15 - 30 = 30$).

EXAMPLE 4: Employee's one way commuting distance to regular place of work is 12 miles. In the morning the employee drives to an alternate work site (45 miles). In the afternoon the employee returns to the regular place of work (67 miles). After completion of work, employee returns to residence, a distance of 12 miles.

In this case, the employee is entitled to be reimbursed for the distance that exceeds the normal round trip commuting distance (24 miles). The employee is reimbursed for 100 miles ($45 + 67 + 12 - 24 = 100$).

EXAMPLE 5: Employee's one way commuting distance to regular place of work is 35 miles. Employee drives to the regular place of work (35 miles). Later, the employee drives to alternate work site #1 (50 miles) and then to alternate work site #2 (25 miles). Employee then drives to residence (10 miles).

In this case, the employee is entitled to be reimbursed for the distance that exceeds the normal commuting distance (70 miles). The employee is reimbursed for 50 miles ($35 + 50 + 25 + 10 - 70 = 50$).

EXAMPLE 6: Employee's one way commuting distance to regular place of work is 20 miles. Employee drives to the regular place of work (20 miles). Later, the employee drives to alternate work site #1 (10 miles) and then to alternate work site #2 (5 miles). Employee then drives to residence (2 miles).

In this case, the employee is not entitled to be reimbursed for the travel performed (37 miles), since the distance traveled is less than the commuting distance (40 miles) to the regular place of work.

(End of Clause)

5252.231-9200 REIMBURSEMENT OF TRAVEL COSTS (SEP 2003)--ALTERNATE I (SEP 2001)

If the contract is a definite or indefinite delivery contract (i.e., requirements, indefinite quantity), add the following two sentences after paragraph (a)(6) of the basic Clause H-350 "Reimbursement of Travel Costs":

Any travel under the contract must be specifically identified by the contractor in a written quotation to the Ordering Officer prior to incurring any travel costs. Travel under this contract is only authorized under task/delivery orders issued by the Ordering Officer or by a modification to an issued task/delivery order.

(End of Alternate I)

5252.237-9602 CONTRACTOR IDENTIFICATION (MAY 2004)

(a) Contractor employees must be clearly identifiable while on Government property by wearing appropriate badges.

(b) Contractor personnel and their subcontractors must identify themselves as contractors or subcontractors during meetings, telephone conversations, in electronic messages, or correspondence related to this contract.

(c) Contractor-occupied facilities (on Department of the Navy or other Government installations) such as offices, separate rooms, or cubicles must be clearly identified with Contractor supplied signs, name plates or other identification, showing that these are work areas for Contractor or subcontractor personnel.

(End of clause)

5252.237-9603 REQUIRED INFORMATION ASSURANCE AND PERSONNEL SECURITY REQUIREMENTS FOR ACCESSING GOVERNMENT INFORMATION SYSTEMS AND NONPUBLIC INFORMATION (AUG 2011)

Definition. As used in this clause, “sensitive information” includes:

All types and forms of confidential business information, including financial information relating to a contractor’s pricing, rates, or costs, and program information relating to current or estimated budgets or schedules;
 Source selection information, including bid and proposal information as defined in FAR 2.101 and FAR 3.104-4, and other information prohibited from disclosure by the Procurement Integrity Act (41 USC 423);
 Information properly marked as “business confidential,” “proprietary,” “procurement sensitive,” “source selection sensitive,” or other similar markings;
 Other information designated as sensitive by the Space and Naval Warfare Systems Command (SPAWAR).

In the performance of the contract, the Contractor may receive or have access to information, including information in Government Information Systems and secure websites. Accessed information may include “sensitive information” or other information not previously made available to the public that would be competitively useful on current or future related procurements.

Contractors are obligated to protect and safeguard from unauthorized disclosure all sensitive information to which they receive access in the performance of the contract, whether the information comes from the Government or from third parties. The Contractor shall—

Utilize accessed information and limit access to authorized users only for the purposes of performing the services as required by the contract, and not for any other purpose unless authorized;

Safeguard accessed information from unauthorized use and disclosure, and not discuss, divulge, or disclose any accessed information to any person or entity except those persons authorized to receive the information as required by the contract or as authorized by Federal statute, law, or regulation;

Inform authorized users requiring access in the performance of the contract regarding their obligation to utilize information only for the purposes specified in the contract and to safeguard information from unauthorized use and disclosure.

Execute a “Contractor Access to Information Non-Disclosure Agreement,” and obtain and submit to the Contracting Officer a signed “Contractor Employee Access to Information Non-Disclosure Agreement” for each employee prior to assignment;

Notify the Contracting Officer in writing of any violation of the requirements in (i) through (iv) above as soon as the violation is identified, no later than 24 hours. The notice shall include a description of the violation and the proposed actions to be taken, and shall include the business organization, other entity, or individual to whom the information was divulged.

In the event that the Contractor inadvertently accesses or receives any information marked as “proprietary,” “procurement sensitive,” or “source selection sensitive,” or that, even if not properly marked otherwise indicates the Contractor may not be authorized to access such information, the Contractor shall (i) Notify the Contracting Officer; and (ii) Refrain from any further access until authorized in writing by the Contracting Officer.

The requirements of this clause are in addition to any existing or subsequent Organizational Conflicts of Interest (OCI) requirements which may also be included in the contract, and are in addition to any personnel security or Information Assurance requirements, including Systems Authorization Access Request (SAAR-N), DD Form 2875, Annual Information Assurance (IA) training certificate, SF85P, or other forms that may be required for access to Government Information Systems.

Subcontracts. The Contractor shall insert paragraphs (a) through (f) of this clause in all subcontracts that may require access to sensitive information in the performance of the contract.

Mitigation Plan. If requested by the Contracting Officer, the contractor shall submit, within 45 calendar days following execution of the "Contractor Non-Disclosure Agreement," a mitigation plan for Government approval, which shall be incorporated into the contract. At a minimum, the mitigation plan shall identify the Contractor's plan to implement the requirements of paragraph (c) above and shall include the use of a firewall to separate Contractor personnel requiring access to information in the performance of the contract from other Contractor personnel to ensure that the Contractor does not obtain any unfair competitive advantage with respect to any future Government requirements due to unequal access to information. A "firewall" may consist of organizational and physical separation; facility and workspace access restrictions; information system access restrictions; and other data security measures identified, as appropriate. The Contractor shall respond promptly to all inquiries regarding the mitigation plan. Failure to resolve any outstanding issues or obtain approval of the mitigation plan within 45 calendar days of its submission may result, at a minimum, in rejection of the plan and removal of any system access.

(End of clause)

5252.243-9600 AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER (JAN 1992)

(a) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the Contractor's facilities or in any other manner communicates with Contractor personnel during the performance of this contract shall constitute a change under the Changes clause of this contract.

(b) The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer's. In the event the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and telephone number of the Contracting Officer is:

NAME: J. Clint Sade
ADDRESS: 701 S. Courthouse Road
Arlington, VA 22204
TELEPHONE: (703) 604-0315
EMAIL: joseph.sade@navy.mil

(End of clause)

ATTACHMENTS

1. Contract Data Requirements Lists (CDRLs)
2. DD 254
3. Quality Assurance Surveillance Plan (QASP)

EXHIBITS – CONTRACT DATA REQUIREMENTS LIST (CDRL)

A001 - A003
B001 - B002
F001